



**ESCAPE KEMAH CORPORATION Release & Waiver Agreement
READ BEFORE SIGNING**

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY ESCAPE KEMAH CORPORATION experiences.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT In consideration of participating ESCAPE KEMAH CORPORATION and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as Releasees), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the product of ESCAPE KEMAH CORPORATION involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries; injuries caused by collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical or mental activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation in the form of a panic button involved in the activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.
7. I hereby consent to participation in interviews, the use of quotes, the taking of photographs, or any video/sound footage. I also grant ESCAPE KEMAH CORPORATION the right to use, edit and reuse said products including use in print, on the internet and all other forms of media.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

In consideration of being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Full Name: _____

DOB: _____

Email: _____

Signature: _____ Date: _____

Parent/Guardian if minor: _____ Date: _____

Minor's Release: For all persons under eighteen (18) years of age, a parent or legal guardian must sign the following acknowledgment. The undersigned hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or healthcare facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing this agreement I agree that I or the part of my responsible party lose my/our right to sue anyone involved with Escape Kemah Corporation.

Parent/Guardian:

Full Name: _____

DOB: _____

Email: _____

Signature: _____ Date: _____

Minor(s):

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____